

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
NORTHERN DIVISION

SHARON M. KEENE,

Plaintiff,

vs.

BRANDON GROYA, KELLI GROYA,  
Individually, jointly and severally,

And

Case No. 1:15-cv-13270-TLL-PTM  
Hon. Thomas L. Ludington  
Magistrate Judge Patricia G. Morris

**PLAINTIFF SHARON M. KEENE'S  
MOTION FOR SUMMARY  
JUDGMENT**

STATE OF MICHIGAN - MICHIGAN  
DEPARTMENT OF TREASURY,

And

UNITED STATES OF AMERICA  
U.S. DEPARTMENT OF TREASURY  
INTERNAL REVENUE SERVICE,

Defendants.

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**ZOLTON LAW OFFICES**

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**PLAINTIFF SHARON M. KEENE'S MOTION FOR SUMMARY JUDGMENT**

**NOW COMES** the Plaintiff Sharon M. Keene, by and through her attorney, Lori L. Bommarito who states in support of the instant motion as follows:

1. Plaintiff Sharon M. Keene filed the instant proceeding and it was removed on September 15, 2015.
2. On December 13, 2016, the parties placed an agreement upon the record.
3. Since December 13, 2016, the parties have been unable to finalize a judgment for entry with the court to conclude the matter.
4. On or about March 30, 2017, Plaintiff's counsel circulated a proposed Judgment.
5. No response was received from the Defendants Brandon or Kelli Groya concerning the proposed stipulated judgment.
6. The Defendants Brandon and Kelli Groya are in default of the land contract executed between the parties.
7. That the Defendants Brandon and Kelli Groya have breached the parties' contract.
8. That summary judgment on the entirety of Plaintiff's Complaint is proper pursuant to Fed. R. Civ. P. 56 (a) in that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.
9. Plaintiff's proposed Judgment is attached hereto and incorporated herein by reference.

Dated this 7<sup>th</sup> day of April, 2017.

/s/ Lori L. Bommarito  
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**CERTIFICATE OF FILING/SERVICE**

I hereby certify that on April 7, 2017, I electronically filed the foregoing using the ECF system Utilities menu and I have sent via email addresses of record a copy of same to all ECF participants.

Dated: April 7, 2017

Respectfully submitted,

**ZOLTON LAW OFFICES**

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